

Recording requested by:

California Department of Transportation
District 7, *R/W EXCESS LAND*
120 South Spring Street
Los Angeles, California 90012

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA 1994
31 MIN. 1 P.M. NOV 21 1994
PAST

When Recorded, Mail To:

California Environmental Protection Agency
Department of Toxic Substances Control
Site Mitigation Branch, Region 3
1011 North Grandview Avenue
Glendale, California 91201
Attention: Chief, Site Mitigation Branch

COVENANT
TO RESTRICT THE USE OF PROPERTY
PERTAINING TO THE MONITORING WELLS
CALTRANS SITE 15, IMPERIAL AND WESTERN

FREE P.

23

This covenant and Agreement (Covenant) is made on the
10th day of November, 1994, by the California Department of
Transportation (Covenantor), who is the owner of record of certain
property situated in the County of Los Angeles, State of
California, described in Exhibit "A" attached hereto and
incorporated herein by this reference (the Property) and by the
California Environmental Protection Agency, Department of Toxic
Substances Control (the Department), with reference to the
following facts:

A. This Property, as defined in Exhibit A, contains ground
water monitoring wells. The monitoring wells are for the
sole purpose of monitoring potential ground water
contamination due to contamination which has been
identified at Site 15. Site 15 was a uncontrolled
landfill from the 1920s to the 1960s. A mix of

1 construction debris including asphalt, brick, concrete,
2 wood, and coal were disposed of at the property.

3 Contaminants present include metals such as lead and
4 volatile organics.

5 B. Covenantor desires and intends that in order to protect
6 the monitoring wells for implementation of the operation
7 and maintenance requirements pursuant to the approved
8 Remedial Action Plan (RAP), the property will be use in
9 such a manner as to ensure that no building or
10 construction activity would destroy, damage or otherwise
11 prevent access to the monitoring wells located on the
12 Property. The Property governed by this covenant is only
13 the Property upon which the monitoring wells are
14 physically located, as described in Exhibit A, subject to
15 the relocation provisions as described in paragraph 4.02
16 herein.

17
18 **ARTICLE I**
GENERAL PROVISIONS

19 1.01 Provisions Run with the Land. This Covenant sets
20 forth protective provisions, covenants, restrictions and conditions
21 (collectively referred to as "Restrictions") upon and subject to
22 which the Property and every portion thereof shall be improved,
23 held, used, occupied, leased, sold, hypothecated, encumbered and/or
24 conveyed. Each and all of the restrictions shall run with the
25 land, and pass with each and every portion of the Property, and
26 shall apply to and bind the respective successors in interest

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1 thereof. Each and all of the Restrictions are imposed pursuant to
2 California Health and Safety Code, Section 25355.5. Each and all
3 of the Restrictions are enforceable by the Department pursuant to
4 California Health and Safety Code Section 25355.5.

5 1.02 Concurrence of the Land Owners Presumed. All
6 purchasers and Owners of any portion of the Property shall be
7 deemed by their purchase, leasing, or possession of such property,
8 to be in accord with the foregoing and to agree for and among
9 themselves, their heirs, successors, and assignees, and the agents,
10 employees, and lessees of such owners, heirs, successors, and
11 assignees, that the Restrictions as herein established must be
12 adhered to for the benefit of future Owners and Occupants and that
13 their interest in the Property shall be subject to the Restrictions
14 contained herein.

15 1.03 Incorporation into Deeds and Leases. Covenantor
16 desires and covenants that the Restrictions set out herein shall be
17 incorporated by reference in each and all deeds and leases of any
18 portion of the Property.

19
20 ARTICLE II
DEFINITIONS

21 2.01 Property. "Property" shall mean that area as described
22 in Exhibit A attached herein.

23 2.02 Department. "Department" shall mean the California
24 Environmental Protection Agency, Department of Toxic Substances
25 Control, and shall include its successors agencies, if any.

26 2.03 Improvements. "Improvements" shall mean all buildings,
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94 2094837

1 roads, driveways, parking structures, excavations and regradings
2 hereafter constructed or undertaken on any portion of the Property.

3 2.04 Occupants. "Occupants" shall mean those persons
4 entitled by the ownership, leasehold, or other legal relationship
5 to the exclusive right to occupy any portion of the Property.

6 2.05 Owner. "Owner" shall mean the covenantor or its
7 successors in interest, including heirs, and assigns, who hold
8 title to all or any portion of the Property.

9
10 ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

11 3.01 Restrictions on Use. Covenantor promises that the
12 Property shall not be used, absent written Departmental approval,
13 in such a manner as to destroy, damage or prohibit access to the
14 monitoring wells located on the Property.

15 3.02 Conveyance of Property. The Owner(s) shall provide
16 notice to the Department of any sale, lease or other conveyance of
17 the Property or an interest in the Property to a third person
18 within thirty (30) days of such conveyance. The Department shall
19 not, by reason of the covenant, have authority to approve,
20 disapprove, or otherwise affect any sale, lease or other conveyance
21 of the Property except as otherwise provided by law.

22 3.03 Enforcement. Failure of the Owner(s) to comply with
23 any of the requirements, as set forth in paragraph 3.01 and 4.01
24 herein, shall be grounds for the Department, by reason of the
25 Covenant, to require that the Owner modify or remove any
26 Improvements implemented in violation of that paragraph. Any

1 violation of the Covenant shall be grounds for the Department to
2 file a civil action and/or any other legal or equitable remedy,
3 against the Owner as provided by law.

4
5 **ARTICLE IV**
6 **MAINTENANCE AND ACCESS TO MONITORING WELLS**
7 **AND ENVIRONMENTAL MONITORING**

8 **4.01 Monitoring, Maintenance and Access to Monitoring Wells.**

9 The Property Owner(s) shall:

10 (a) Assume responsibility for the operation and
11 maintenance and site review requirements for the
12 Property pursuant to this Agreement.
13 Responsibility shall include annual ground water
14 sampling and analyses, as described in Exhibit C,
15 production of the annual reports pursuant to
16 paragraph 4.03 and a five year review pursuant to
17 paragraph 4.04.

18 (b) Allow no improvements which will prevent access to
19 such monitoring wells by the owner, the Department,
20 or their authorized representatives.

21 (c) Allow the Department and its authorized
22 representatives the right at all times to inspect
23 any of the monitoring wells.

24 **4.02 Right to Relocate.** The Owner(s) shall have the right
25 to relocate any of the monitoring wells, subject to the
26 Department's approval of a relocation request. Such relocation
27 request shall identify the specific area of the proposed relocation
and any technical information to confirm that the location is

1 consistent with the purpose and objectives of the operation and
2 maintenance requirements pursuant to the approved RAP.

3 4.03 Annual Summary Reports. Within thirty (30) days of the
4 initial operation of the ground water monitoring, and on an annual
5 basis thereafter, the Owner(s) shall be responsible for the
6 preparation of an Annual Summary report of activities undertaken
7 pursuant to this Agreement. The report must be received by the
8 Department by the fifteenth (15th) day of the first month after
9 each year ends and shall describe:

- 10 (a) Specific actions taken by or on behalf of the Owner
11 during the previous year;
- 12 (b) Actions expected to be undertaken within the
13 current year;
- 14 (c) All planned activities for the next year;
- 15 (d) Any requirements under this Agreement that were not
16 completed;
- 17 (e) Any problems or anticipated problems in complying
18 with his Agreement; and
- 19 (f) All results of sample analysis, tests, and other
20 data generated under the agreement, and any
21 significant findings from this data.

22 4.04 Five Year Review. Pursuant to Section 121 (c) of the
23 Comprehensive Environmental Response, Compensation and Liability
24 Act (42 U.S.C. §9601, et seq), as amended by the Superfund
25 Amendments and Reauthorization Act of 1986, the Owner(s)
26 shall be responsible for the development of a remedial action
27 review work plan within thirty (30) days before the end of the five
year period following approval of the final Remedial Action Plan
(December 10, 1993). Within sixty (60) days of the Department's

94 2094837

1 approval of the work plan, the Owner(s) shall be responsible for
2 the implementation of the work plan and submission of a
3 comprehensive report of the results of the remedial action
4 review. The report shall provide the results of all sample
5 analysis, tests and other data generated or received by the
6 Owner(s) and evaluate the adequacy of the implemented remedy in
7 protecting public health and safety and the environment.

8 4.05 Financial Assurance. The Owner(s) shall provide
9 sufficient monies for the operation and maintenance and site review
10 requirements pursuant to this Agreement.

11
12 **ARTICLE V
VARIANCE AND TERMINATION**

13 5.01 Variance. The Covenantor, or any Owner, or with the
14 Owners consent, any Occupant of the Property or any portion thereof
15 may apply to the Department for a written variance from the
16 provisions of this covenant. Such application shall be made in
17 accordance with California Health and Safety Code, Section 25233.

18 5.02 Termination. The Covenantor, or any Owner, or with the
19 Owner's consent, an Occupant of the Property or any portion thereof
20 may apply to the Department for a termination of the Restrictions
21 as they apply to all or any portion of the Property. Such
22 application shall be made in accordance with Health and Safety
23 Code, Section 25234.

24 5.03 Term. Unless terminated in accordance with paragraph
25 5.02 above, by law or otherwise, this Covenant shall continue in
26 effect in perpetuity.

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94 2094837

ARTICLE VI
MISCELLANEOUS

6.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public for any purpose whatsoever.

6.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official government agency being served, or 2) three (3) business days after deposit in the mail, if mailed by the United States mail, postage paid certified, return receipt requested:

To: California Department of Transportation
District 7
120 South Spring Street
Los Angeles, California 90012
Attn: Chief, Project Development Branch A

Copy to: California Environmental Protection Agency
Department of Toxic Substance Control
Region 3
1011 North Grandview Avenue
Glendale, California 91201
Attn: Chief, Site Mitigation Branch

(Any party to this Covenant, or bound thereby, may effect a change of address by notifying other parties bound by this Covenant, in writing, of the address change).

6.03 Partial Invalidity. If any portion of the Restrictions set forth herein or terms are determined to be invalid for any

1 reason, the remaining portions shall remain in full force and
2 effect as if such portion had not been included herein.

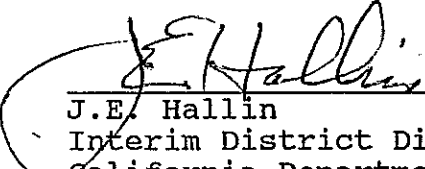
3 6.04 Article Headings. Headings at the beginning of each
4 numbered article of this covenant are solely for the convenience of
5 the parties and are not a part of this Covenant.

6 6.05 Recordation. This instrument shall be executed by the
7 covenantor and by the Regional Branch Chief, Department of Toxic
8 Substances Control. This instrument shall be recorded by the
9 covenantor in the County of Los Angeles within ten (10) days of the
10 date of execution.

11 6.06 References. All references to the California Health and
12 Safety Code sections include successor provisions.

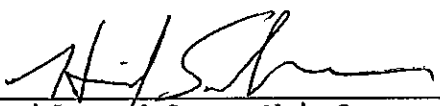
1 IN WITNESS WHEREOF, the parties execute this Covenant as of the
2 date set forth above.

3
4 OWNER/COVENANTOR
5 CALIFORNIA DEPARTMENT OF TRANSPORTATION

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7 
8 J.E. Hallin
9 Interim District Director, District 7
10 California Department of Transportation
11 120 South Spring Street
12 Los Angeles, California 90012

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DATE: 11-7-94

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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29 
30 Hamid Saebfar, Chief
31 Site Mitigation Branch
32 Regions 3 & 4
33 California Environmental Protection Agency
34 Department of Toxic Substances Control
35 1011 N. Grandview Avenue
36 Glendale, California 91201

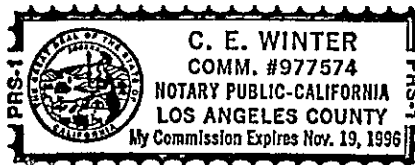
DATE: 11/10/94

1 STATE OF CALIFORNIA)
2)
3 COUNTY OF LOS ANGELES)

4 On NOVEMBER 7, 1994 before me, the undersigned, a Notary
5 Public in and for said state, personally appeared J.E. HALLIN,
6 personally known to me on the basis of a satisfactory evidence to
7 be the person who executed the within instrument as DISTRICT
8 DIRECTOR, CALTRANS, of the corporation that executed the within
9 instrument, and acknowledged to me that such corporation executed
10 the same pursuant to its bylaws or a resolution of its board of
11 directors.

12
13 WITNESS my hand and official seal.

14
15 C. E. Winter
16 Notary Public in and for said
17 County and State



1 STATE OF CALIFORNIA)
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COUNTY OF LOS ANGELES)

On Nov. 10, 1994 before me, the undersigned, a Notary Public in and for said state, personally appeared HAMID JAEFFAR personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as CHIEF, SITE MITIGATION BRANCH of the California Environmental Protection Agency, Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

Charlon Caskey
Notary Public in and for said
County and State

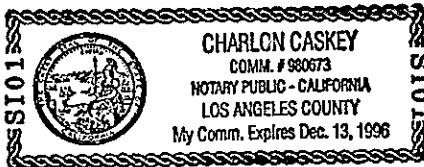


EXHIBIT A PROPERTY DESCRIPTIONS

CALTRANS SITE 15 WELLS
COVENANT
PAGE 13

PARCEL 50528-01-01: (Restricted Area 1) For monitoring well MW-1

Those portions of the East 150 feet of Lot 7 of R.W. Poindexter's Subdivision of a portion of Section 12, T.3S, R.14 W, S.B.M, as shown on map recorded in Book 59, page 82 of Miscellaneous Records, in the office of the County Recorder of the county of Los Angeles, described as follows:

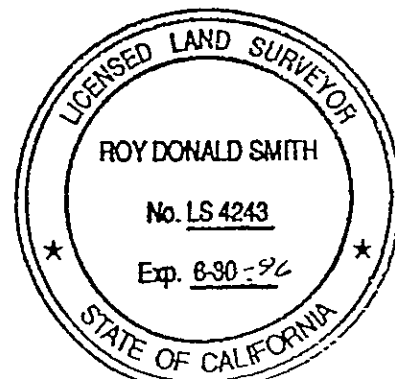
Commencing at the Southwest corner of Parcel 3 of the deed to the State of California as recorded in Book D6495, pages 771 and 772 in the office of the County Recorder of said county said point being on the Westerly line of the East 150 feet of said Lot 7; thence along said Westerly line, S 0° 08' 42" W, 38.63 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Westerly line, S 0° 08' 42" W, 89.96 feet to the Southwest corner of Parcel 4; thence N 73° 42' 28" E, 156.39 feet; thence N 0° 08' 42" E, 98.69 feet; thence S 30° 12' 29" W, 27.17 feet; thence S 77° 57' 00" W, 139.54 feet to the TRUE POINT OF BEGINNING.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Roy D Smith

Date 6-17-94

94 2094837



14

CALTRANS SITE 15 WELLS
COVENANT
PAGE 14

RESTRICTED AREA 3 For monitoring well MW-3

The South 192 feet of Lot 6 of R.W. Poindexters Subdivision of a portion of Section 12, Township 3 South, Range 14 West, San Bernardino Meridian, as per map recorded in Book 59, page 82 of Miscellaneous Records, in the office of the County Records of the county of Los Angeles.

EXCEPT THEREFROM the Easterly 200 feet of said land.

ALSO EXCEPT those portions of said land deeded to the County of Los Angeles by deeds recorded September 14, 1961, Instrument No. 4498 and December 10, 1963, Instrument No. 5670.

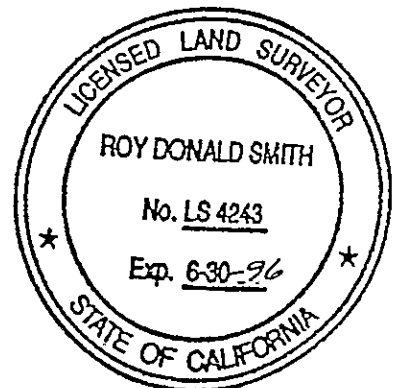
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature

Roy D Smith

Date

6-15-94



94 2094837

15
CALTRANS SITE 15 WELLS
COVENANT
PAGE 15

RESTRICTED AREA 6 For monitoring well MW-6

That portion of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 11, Township 3 South, Range 14 West, San Bernardino Meridian, according to the Official Plat thereof, described as follows:

Beginning at a point in the center line of Western Avenue, said center line being the Easterly line of said Section 11 for the purpose of this description, distant thereon N 00° 10' 15" E, 240.00 feet from the Southeast corner of said Northeast quarter; thence along said center line, N 00° 10' 15" E, 64.00 feet; thence parallel with the Southerly line of said Northeast quarter, N 89° 57' 20" W, 279.91 feet; thence parallel with the Southeasterly line of the Pacific Electric Railway Company's right of way, S 63° 36' 35" W, 13.48 feet to a line parallel with and distant 6 feet Southerly, measured at right angles, from the Westerly prolongation of line above described as N 89° 57' 20" W, 279.91 feet; thence parallel with the Southerly line of said Northeast quarter, N 89° 57' 20" W, 36.15 feet; thence parallel with said center line, S 00° 10' 15" W, 18 feet; thence parallel with said Southerly line N 89° 57' 20" W, 12.11

RESTRICTED AREA 6 (CONT'D.)

feet; thence parallel with said center line, S 00° 10' 15" W, 40.00 feet to a line that is parallel with said Southerly line and passing through the point of beginning; thence along said parallel line, S 89° 57' 20" E, 340.24 feet, more or less, to the point of beginning.

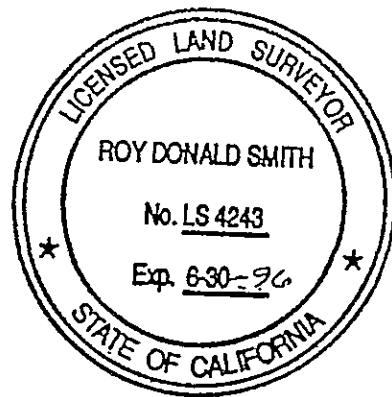
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature

Roy Donald Smith

Date

6-15-94



94 2094837

CALTRANS SITE 15 WELLS
COVENANT
PAGE 17

RESTRICTED AREA 7 For monitoring well MW-7

That portion of Lot 7 of R.W. Pointdexter's subdivision of a portion of Section 12, T.3S., R14 W. of S.B.M. as shown on map recorded in Book 59, page 82 of Miscellaneous Records, in the office of the County Recorder of the County of Los Angeles, described as follows:

Commencing at a point in the West line of said Section 12, distant along said West line, N 0° 08' 42" E, 454.13 feet from the West 1/4 corner of said section; thence N 76° 31' 05" E, 263.72 feet; thence N 88° 30' 00" E, 184.02 feet; thence S 31° 05' 06" E, 0.77 feet to the TRUE POINT OF BEGINNING; thence S 31° 05' 06" E, 76.16 feet; thence N 77° 57' 00" E, 165.50 to the West line of the East 150.00 feet of Lot 7; thence along said West line S 0° 08' 42" W, 177.54 feet to the Northerly line of the South 205.10 feet of said lot; thence along said Northerly line, N 89° 57' 05" W, 245.94 feet to the Westerly line of Lot 7; thence along said Westerly line N 0° 08' 42" E, 198.82 feet; thence N 86° 02' 40" E, 39.63 feet; thence N 38° 25' 54" E, 8.34 feet to the TRUE POINT OF BEGINNING.

Restricted Area 7 (Cont'd.)

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature

Roy Donald Smith

Date

6-15-94

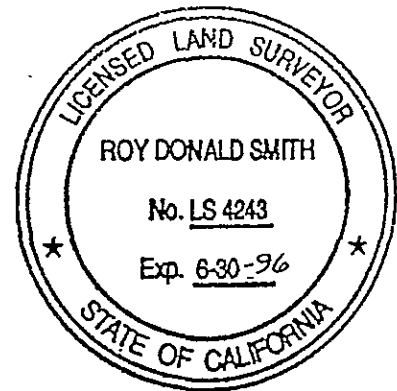


EXHIBIT B
GENERAL DEPICTION OF SITE 15 AND MONITORING WELLS

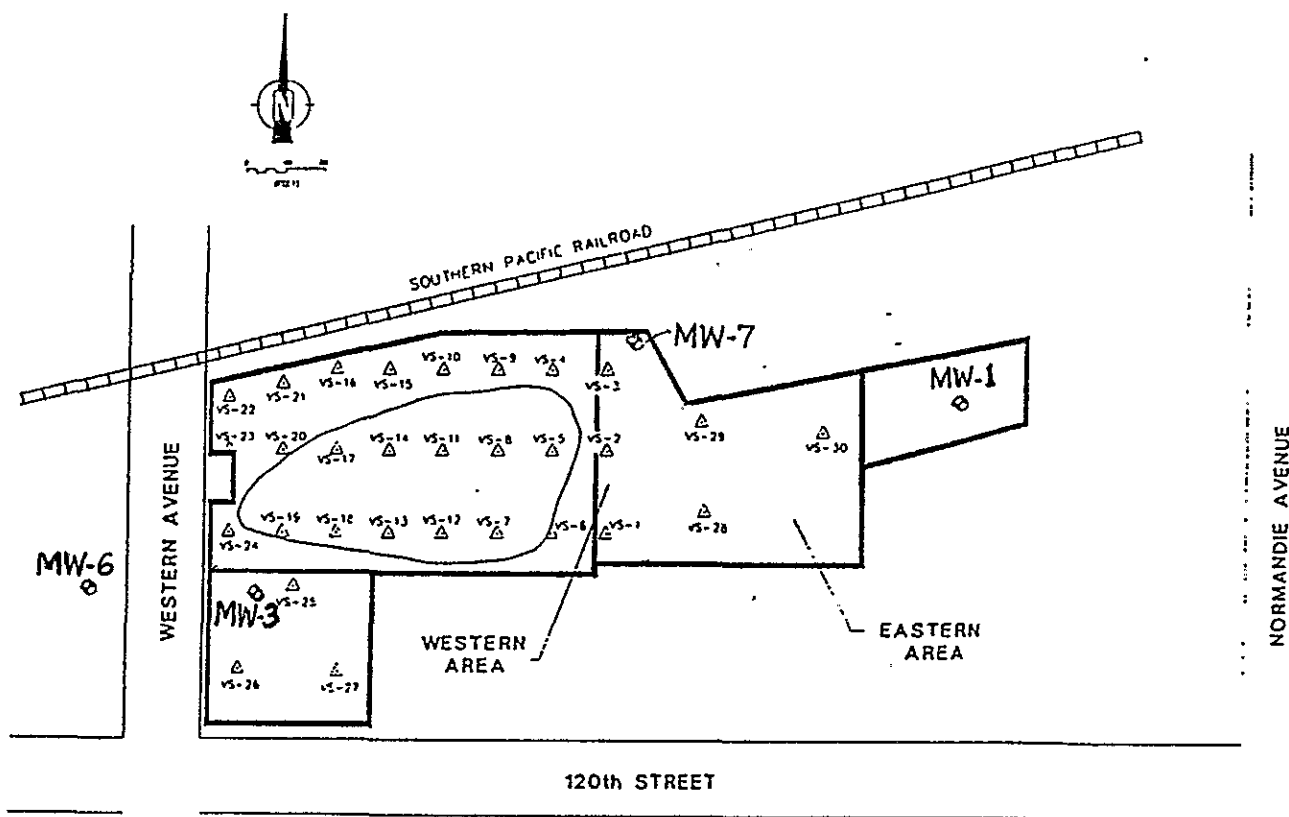


EXHIBIT C
GROUNDWATER MONITORING CALTRANS I-105 SITE 15

WORK PLAN
Ground Water Monitoring Program
Site 15 and its vicinity

Implementation of the ground water monitoring program for the subject site will be as follows:

Annual sampling will be conducted in four ground water monitoring wells located on the Property and its surroundings. The four existing wells are identified as MW-1, MW-3, MW-6, and MW-7. The location of the ground water monitoring wells as depicted in Exhibit B, attached herein.

1.0 SURVEYING

All four monitoring wells will be surveyed by a California Registered Land Surveyor to the nearest 0.5 foot in reference to an existing bench mark. The elevation of each well head will be measured to the nearest 0.01 foot using the Geodetic Sea Level or Mean Sea Level (MSL) datum. The surveying is necessary to establish the ground water gradient underneath the site.

2.0 WELL SAMPLING PROCEDURES

2.1 Water Level-Elevation Measurement

The following procedure will be used for water level measurements:

- o Equipment will be cleaned (i.e., submersible pump, stainless-steel bailer, and water-level indicator) prior to initial use and between sampling of the wells with clean water and rinsed with distilled water. Precise decontamination procedures will be implemented to prevent cross-contamination between wells.
- o The water level will be measured from the established measuring point marked on the wellhead. This point will be marked on the casing and will be used for all measurements.
- o The distance from the measuring point to ground level will be recorded.

CALTRANS SITE 15 WELLS
COVENANT
PAGE 21

- o The water-level indicator will be lowered into the well, and the data will be recorded.
 - o If possible, the measured well depth will be checked versus known depth to check for fines buildup on the bottom of the well.
 - o The reference point for all measurements at each of the wells will be surveyed to a common bench mark (Mean Sea Level datum).
- 2.2 The following procedures will be used to remove the required well volumes in order to collect a representative water sample:
- o The wells will be purged a minimum of three pore volumes to ensure that representative samples of ground water will be collected. Disposable bailers will be used only once for each well to reduce cross-contamination. Nylon line will be used during bailing operations and will be changed between each monitoring well.
 - o The purged water will be discharged into a mobile Baker tank or 55-gallon drums for ultimate disposal. If chemical results indicate that the purge water is below drinking water standards for all constituents, then the water will be discharged into the storm drain. If chemical results indicate that the purge water is above drinking water standards for any of the testing constituents, then the purge water will be disposed of at an appropriate facility.
 - o Field parameter readings (temperature, electrical conductivity and Ph) will be recorded for each well volume (i.e., initial reading, 1 WV, 2 WV, and parameters have stabilized (+/- 10%) and after at least three well volumes have been pumped.

Purging will then be discontinued and the pump removed and decontaminated.

2.3 Sample Collection

Ground water samples will be collected in the appropriate type and size of container as required for the specific analysis requested. Glass containers are cleaned and prepared in the laboratory prior to field use. All glass containers are supplied with teflon-lined septum. Proper preservation methods will be utilized, where applicable. To ensure that the collected sample will be representative of ground water, VOA samples will be completely filled with liquid, preventing any potential escape of volatile organics from the liquid phase into a gas phase.

A sample label will be affixed to ground water sample containers and will indicate the project name, monitor well number, date, and requested analytical method. Necessary field documents to be used include the following, as appropriate: field notebooks, sample labels, sample chain-of-custody sheet, sampling field data sheet, and hydrologic data sheet. Field data recorded at the time of sample collection will include the following:

- o Date of entry
- o Purpose of sampling
- o Description of sampling
- o Number and size of sampling point
- o Description of sampling point
- o Date and time of collection of sample
- o Field sample identification number(s)
- o References such as maps or photographs of the sampling site
- o Field observations
- o Any field measurements such as pH or temperature

All collected samples will be immediately placed in a cooler with ice for preservation and transported to the analytical laboratory. Sample vials will be packed in a manner to prevent breakage during transport.

3.2 Analytical Procedures

Ground water samples collected from ground water monitoring wells will be analyzed for the

following:

- o Total petroleum hydrocarbons (TPH) by EPA method 8015
- o Volatile organic compounds (VOCs) by EPA method 8240
- o Semi-VOCs by EPA method 8270
- o ~~CAM~~ (17) metals (Title 22) _____

Duplicate samples will also be collected and analyzed for quality assurance/quality control (QA/QC) purposes.

4.0 DATA ANALYSIS AND REPORT

Upon receipt of laboratory results, a letter report will be prepared documenting the sampling procedures, and ground water quality results.